

1897-018
Lee Co.

Chancery Causes: John B. Callihan vs. J. H. Thomas, trst. to

Baylor

CA-Contract Dispute
T-Property

-Deed

To the Honorable W. T. Miller Judge of the
Circuit Court of Lee County Va.

Humbly complaining Jurorator John
B. Callahan would respectfully represent and
show unto your honor that he on the 8th
day of June 1894 purchased or contracted to purchase
from one Joseph W. Thomas and Catharine
Thomas his mother one wagon and two horses
at the sum of one hundred and seventy dollars ^(\$170) —
and for the purpose of securing the payment of
the \$170. aforesaid, Jurorator executed or attempted
to execute a deed of trust or mortgage deed to the
said J. W. and Catharine Thomas — Said deed
is here filed marked "A" and asked to be treated
as part of this bill, Jurorator alleges that
when he delivered the deed of trust to said
J. W. Thomas that he (Thomas) was to deliver
to Jurorator the wagon and horses aforesaid
and that the deed of trust on Jurorator's land
was to be the only security for the payment of
the \$170. but Jurorator now finds that the
said Thomas have included in the deed of trust
the wagon and horses which was not to be,
but nevertheless, Jurorator charges that he
never received the wagon and horses pursuant
to contract nor even one cent of anything else, or
any other amount from the said Thomas to make
up the consideration mentioned in the said
deed of trust, that said consideration has wholly
failed, and Jurorator had thought nothing
of giving the said deed of trust until recently
Jurorator learned that said J. W. Thomas
had placed said deed of trust on record in the
County Court Clerk's office of Lee County and had.

advertised Jam orator land for sale for the
said sum of \$170. When in truth and in fact
Jam orator did not owe on said debt one
single cent. Jam orator here states that he is
uneducated and ignorant and not capable of
dealing with expert business men, having to rely
greatly upon what he is informed by others.
Jam orator is advised and here charges that
the said J. H. Thomas is trying to cheat, wrong
and defraud Jam orator out of his valuable
little farm. Jam orator charges that said
deed of trust was obtained by fraud, deceit and
false representation, in this that Jam orator was
induced to execute the deed of trust upon his
land and received nothing for it, Jam orator
went several times to get his wagon and
horses but was refused them by said
J. H. Thomas, Jam orator then treated the
contract and deed of trust as rescinded and
thought nothing to the contrary until said
Thomas began to threaten a sale of Jam
orator's land. Jam orator again charges that
he does not owe to the said J. H. Thomas and
Catherine Thomas one cent or any other amount
by virtue of said deed of trust, that the same is
an unjust claim which they are attempting to
set up against him, Jam orator would further
show Jam orator that said Thomas have
attempted to assign said deed of trust to
C. E. Bayler as is shown by an endorsement
thereon, Jam orator is also advised that
said deed in its unjust, illegal and void
condition of record is a cloud upon the
title of his land and has the semblance

of a lien against the same. Your orator
states that it would be a great hardship upon
him to have his lands sacrificed and sold for
nothing, that it would be contrary to equity and
good conscience. In tender consideration of
which and for as much as your orator is
remediless in the premises save by the aid of a
Court of equity when matters of this kind are
alone and properly cognizable, therefore the
prayer of your orator is that the said J. H.
Thomas, ^{J. H. Thomas Trustee} Catharine Thomas Ed & E. Baylor
be made parties defendant to this bill and
answer the same but they need not answer
on oath that being waived, that upon
a hearing of this cause your honor decree
said deed of trust here filed as "A" cancelled
rescinded and held for naught, And for all
other further and general relief as your
orators case may require as to equity seem
meet and your orator will ever pray etc
M. G. Ely p. d.

1895

Pliffs Costs

7.31
Tax 1.50
Shelf 1.50
Const 2.00
Cour 5.00
Wits 2.50
Estimated 2.00
\$22.81

J. B. Callahan
vs E. E. Bill in Chancery

J. H. Thomas et als

1895- 1st Oct Rules bill filed
Spa 2d & Decree nisi
" 2nd Oct Rules Decree nisi
Confd & cause set for hearing

To the Hon^{ble} Wmth T. Miller, Judge of the
Circuit-Court for La. Co.,

The ^{supra} answer of Catherine Thomas
to a bill in Chancery exhibited against
her ^{and others} in this honorable Court by
John B. Colehan.

Her answer thereto respondent
says that the said plaintiff did
purchase from your respondent,
~~but not from J. H. Thomas~~
from her slave, a waggon
& team for which he agreed to
~~but not for \$170.00~~
pay the sum of \$150.00 & that your
respondent agreed to pay the sum
of \$20.00 to said Susan M. T. Faulstich.
Which ~~note~~ she files with this marked "A"
which she dispr^{se} to secure which
the said plaintiff executed a deed
of trust upon the said tract ^{of land} men-
tioned in the plaintiff's bill, to
which is ~~now filed marked "B"~~
Joseph Thomas trustee, your re-
spondent says that she did deliver
the said waggon & team to the said
~~and deliver that she did not turn same over to~~
Colehan, & denies that she tried
to cheat or defraud the said Colehan
out of ~~the~~ said property; but on
the other hand she claims that
the said Colehan is trying to cheat
her out of what is justly due
her ^{assignee} under the said deed of trust.
She admits that the said Colehan

has paid her the following sum of
Money

July 18. 1894 \$10⁰⁰

" 22 " 15⁰⁰

Dec 25 " 22⁰⁰

With this exception the balance of the
said debt is due & unpaid unless
it has been paid since she assigned
it:

It is true that your respondent
assigned the said contract to C. E.
Bayer on the 8th day of Sept. 1894. to
secure to him a note due him of
\$89.18.

Now having answered all the
allegations of the said plaintiff's
bill & having given the information
called for, she prays,

That the land in question be subjected
to the payment of the said debt, that
it be sold according as your
honor may direct & the proceeds
or enough thereof be applied to pay
the said balance and the said debt,
that the said note of the said Bayer
be paid & that the balance of the
said debt be paid to her.

And she prays to be hence

dismissed with her reasonable
costs in this behalf expended.
& she will, as in duty bound
ever pray &c.

Pennington Broo p. v.

J. B. Leake has
3 Answer for
vs 3 Collier Thomas
J. H. Thomas et al
Filed in open Court
and by leave thereof
Novr the 14th 1896 -
A. B. Munsey Clerk

1891.

S	..	5	12	19	26
M	..	6	13	20	27
T	..	7	14	21	28
W	1	8	15	22	29
T	2	9	16	23	30
F	3	10	17	24	..
S	4	11	18	25	..

APRIL.

IMPORTANT EVENTS OF THE
YEAR CAN BE NOTED
IN THIS BOOK.

1892.

S	3	10	17	24	
M	4	11	18	25	
T	5	12	19	26	
W	6	13	20	27	
T	7	14	21	28	
F	1	8	15	22	29
S	2	9	16	23	30

On the 1st of April
The first day of
March I promise
to pay Susan M.
Thomson twenty
dollars for value
Recd of her & I
waine my home
stead & property
Exemptions as to this
debt witness my
hand & seal Nov
6th 1893

John B. Hall

Exhibit "A"



At the head of all blood-purifiers and liver invigorators, stands Dr. Pierce's Golden Medical Discovery. But it's different from all of them. Whatever is claimed for this, it's *guaranteed* to do. The money is refunded in every case where it fails to benefit or cure. It's because it is different that it can be sold so.

All diseases originating from a torpid liver or impure blood yield to it. It cleanses and purifies the system, freeing it from all manner of blood-poisons, no matter of what name or nature or from what cause they have arisen.

For Dyspepsia, Biliousness, Scrofula, Sores and Ulcers, Salt-rheum, Tetter, Erysipelas, and all Skin and Scalp Diseases, it is an unequalled remedy. Nothing else can take its place.

For all severe or lingering Coughs, Weak Lungs, Spitting of Blood, Short Breath, Asthma, Consumption (which is scrofulous disease of the lungs), Night-sweats, and all bronchial, throat and lung affections, the "Discovery" surpasses all other medicines.

Remember that "Golden Medical Discovery" is not like any other blood and liver medicines in its composition.

It's *the only one* possessed of such rare curative properties as to *warrant* its makers in selling it, as they are doing, through druggists, under a *positive guarantee*. Therefore, accept no substitute, said to be "just as good," that the dealer may make a larger profit.

Exhibit "B".

This deed made on the 8 day of June 1894
Between Jan Calahan the grantor of the
one part and Joseph H Thomas the trust
of the other part witnesses that the said
Jan Calahan the grantor doth grant
unto the said Joseph H Thomas the trust
the following property to wit that or parts
of land containing about 43 acres lying
in the County of Lee on the Chesnut ridge
Joining Maren Wolf Abraham Barker
Arch Fulkerson and Jasebus Grable
and also one two horse wagon 2 horses
in trust to secure one hundred and seventy
dollars due Cathern Thomas fifty dollars
due the 25 day of December next paid in
berne at 50 cts per bushel and two thousand feet of
good lumber at 10 per thousand and one hundred
dollars to be paid in installments from the date
the said John Calahan doth Covenant
that property may be sold by the trust as
these debts become due and not to be hid
Witness the following signature and seal

John B. Halliwell

State of Virginia
County of Lee To wit
I Jeremiah Hunter a Justice of the
said County doo certify th
John Latham Ross is signed to the
foregoing writing bearing date on
the 8 day of June 1894 has acknowledged
the same he bore me in my County
abovesaid Given under my hand
this 8 day of June 1894

Jeremiah Hunter J P

I hereby assign this deed of Trust over
to Chas. O. Baylor to secure this note
for 89¹⁸ dated Sept 1st 94. & when said
note is paid the residue is the property
of Catherine Thomas. Given under
My hand and seal this 11th day Sept
1894
Catherine Thomas
P. H. Thomas

Virginia Lee County Court.

In the office of the Clerk of said
County the 3 day of July 1895 this deed of
Trust was presented and admitted to
Record,

Teste, J. V. F. Richmond
Clerk

J H Thomas

This Deed trust
on John Calhoun
to secure J H Thomas
Note for amt money

C 1.25

J .50

p 1.75 Paid

Recorded in
Deed Book 31.
Page 511

Filed for record July
3^d 1895.

A. V. S. Richardson Secy

To The Hon^{ble} W^m F. Miller, Judge of
the Circuit Court for Lin Co.

The separate answer of J. H. Thom-
as to a bill in chancery exhibited against
~~him~~ ^{others} in this honorable court by J. B.
Calkins.

For answer thereto, respondent-
says, that- he has no interest in
the matter in dispute, that in
the deed of trust here in question
he was only a trustee & that-
he was only a neutral party,
a friend to each the said plain-
tiff & the said Catherine Thomas.
He denies that he was any party
in the sale of the horses & wagon
mentioned in the plaintiff's bill.
that it was not he that sold the
said property, it was not your re-
spondent as ~~for~~ the plaintiff will
know, & is better set out in
the said deed of trust. Your re-
spondent denies that he is trying
to cheat the said plaintiff in
any way, he did advertise the
land for sale, but he did
it at the instance of C. P. Taylor
to whom the deed of trust was
assigned. And now having

answered all the allegations in
the said plaintiff's bill. ~~He~~ prays
to be heard dismissed with his
reasonable cost in this behalf
expended. And he will ever pray
etc,

Pennycuik & Son
Attys for etc.

J. B. Calhoun

N.S. } Answer

J. N. Thomas et al

Filed in open Court and
by leave thereof doer
the 14th 1896

A. B. Munnay Clerk

John. B. Calahan

Complainant,

vs.

In Chanvery,

J. H. Thomas, et al.

Defendants.

This cause came on this day to be again heard upon the papers formerly read therein and the report of special Commissioner R. L. Pennington filed herein on the 6th day of November, reporting the deed ordered to be made by him, which report appearing unexcepted to, and it being argued by counsel, the court doth adjudge order and decree that the said report and the said deed be and the same is hereby confirmed, and the said N. W. Gregory will pay to the said R. L. Pennington the sum of \$5.00 for his services in making said deed, upon the payment of which the clerk will deliver to the said N. W. Gregory the said deed of conveyance, and there remaining nothing further to be done in this cause the same is stricken from the docket.

John B. Cole Hoe

Decree
final

J. H. Thomas & Co

Eu. C. O. B. No 6 p. 60.

Enter this Nov. 6, '94.

W. J. M.

scribes from the books.

remaining to bring them to be used in the same manner as

to the said W. J. M. the said books of the said W. J. M. are

which said book upon the return of which the said W. J. M.

the said H. L. Pennington the sum of \$5.00 for the services in

the same is hereby confirmed, and the said W. J. M. will pay to

order and record that the said report and the said book are

replied to, and it being ordered by counsel, the said book is

the said ordered to be made by him, which report and the said

H. L. Pennington filed herein on the 15th day of November, reporting

before recently held therein and the report of special commission

the same same of this day to be maintained upon the

W. J. M. & Co.

John B. Cole Hoe

Comptroller.

John B. Calahan,

Complainant,

vs.

In Chancery,

J. H. Thomas, et al.

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of Special commissioner R. L. Pennington, filed herein on the 4th day of November, 1897, showing the money due by the purchaser, N. W. Gregory, of the lands sold hereunder, has been settle, and that the said purchaser was is entitled to a deed for the said property, and was argued by counsel; On consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that R. L. Pennington who is hereby appointed a special commissioner for the purpose will & make and execute to the said N. W. Gregory a deed of conveyance conveying the said land purchased by him in this cause to him with covenants of special warranty. And he will report his action to a future day of this term of the court and untill the coming in of the said report this cause is continued.

John B. Cochrane

Dec 11
J. H. Thomas & Co

Ex. Co. B. Vol 41

Ex. Co. B. Vol 41
Nov. 1894
M. J. M.

Remittance of same and interest to be paid to the order of the

John B. Colahan.

Complainant.

vs. } In Chancery.

J. H. Thomas, et al.

Defendants.

This cause came on this the 18th day of July, 1847, to be heard upon the papers formerly read therein and the report of Special Commissioner.

P. L. Percutaw showing sale of the J. B. Colahan land to N. H. Gregory, filed herein on the 19th day of May, 1847, & supplement thereto filed herein on the 10th day of June, 1847, and was argued by counsel: On consideration of all which & for reasons appearing to the court, and the said reports being unexcepted, ~~it is~~ it is adjudged ordered and decreed that the said sale of the land reported in the said reports & the said reports be and the same are hereby confirmed, and the said N. H. Gregory will take and hold said tract of land according to the terms of his purchase. And the said P. L. Percutaw Commissioner will when the purchase money is due collect the same & pay it out to the parties entitled. And this cause is continued.

J. B. Colchae.

vs. $\frac{3}{3}$ Deane
J. H. Housar et al.

C. B. No 6. p. 1.

Enter this
June 10, 1847.

M. J. M.

J. B. Leake

^{r.s.}
J. H. Thomas et al.

vs. Le Lehoucq

This cause came on this day
to be heard upon the papers formerly read
therein & the report of Commissioner
T. L. Jarlson & depositions filed therewith,
and was argued by counsel;

Upon consideration of all which
& for reasons appearing to the court;

It is adjudged ordered & decreed that
the report of Jarlson be confirmed & that
"Le Lehoucq recover of John B. Leake
\$75.00 with interest from Jan 30, 1896
& the costs of this suit except no-

Attorney's fee is to be taxed, which cost
that M. G. Tely, reporter of the said Leake \$50.00 with sub-charge,
is to be paid to the parties entitled." It
Aug. 16, 1895

is further adjudged ordered & decreed
that unless the said Leake or some
one for him shall pay the said sum
& cost of said
within 12 mo from the 30th day of Jan.
1896, then R. L. Peenington who is hereby
appointed a special commissioner for
the purpose shall after advertising the
times terms & place of sale, offer the
land in the proceedings mentioned, on
some court at the front door of the
court house for Le Le, on a credit of
Six months time, to the highest bidder.

at public outcry, except for a sum suf-
ficient to pay the cost of the suit
& commissions of Sale, which shall
be required to be paid down, & for
the remainder he shall take bond
payable to himself with good security.
And when due collect & pay the same
out in the order of their priority
as reported in the said report of
H. C. Joslyn.

But before entering upon the
duties of this decree, the said R. L.
Sumner shall execute bond before
the clerk of this court in the sum of
\$250⁰⁰ conditioned as the law requires.
And this course is continued.

J. B. Coleborn -
 25 ~~for~~ leaving -
 J. H. Thomas & Co.
 Q. B. P. 322

Enter
 M. J. M.

Mar 3rd 1896

This Deem is agreed to
 be entered at the March
 time by consent of parties.
 Jan 30. 96.

Permanently Brog.
 H. J. & J. W. Deft
 M. T. Ely for Deft.

M. M. Burgess, 8/101 $\frac{00}{11}$

Am - 5.05

23.81	
<u>27.86</u>	
4.05	
<u>23.86</u>	

John B. Callihan Plff.

vs ~~£££~~

J. W. Thomas et al's Defts.

This cause came on this day to be heard upon the Bill of Complainant. Exhibits filed therewith, the demurrer and answers of J. W. Thomas and Catherine Thomas, and exhibits filed with their answers, general replication thereto, And was argued by counsel, On consideration of which the Court doth overrule said demurrer - And process having been duly executed on C. E. Baylen and he failing to appear, plead, answer or demur, the bill as to him is taken for confessed, And the Court doth further order and decree that H. C. Joslyn be and is hereby appointed a special Commissioner ^{for the purpose} to ascertain whether or not the horses and wagon described in said bill were ever delivered to said J. B. Callihan, And whether or not the consideration in said deed of trust did fail, he will also ascertain and report the liens against said lands if any to whom due, their priorities, and amount, And report any other matter deemed pertinent by himself or required by either party, Said Commissioner will give to all the parties interested due notice of the time and place of his sitting and report his action to the next term of the Court and the Cause is continued,

J. B. Callahan

us $\frac{1}{2}$ Decu no. 1

J. W. Thomas & Co.

O. B. P. 3, 4

Enter this

Mr. J. W.

Nov. 15th 1895

John B. Callahan }
J. H. Thomas et al } In Chancery.

Proceedings before H. C. Forsgren
Special Commissioner.

The deposition of John B.
Callahan and others taken at
the law office of M. G. Ely in
Lee County Va. pursuant to an
agreement made on the 10th day of
January 1896, to be read as evidence
in behalf of the parties, on inquiries
directed to be made by said Court
on this 30th day of January 1896.
Present M. G. Ely Counsel for Plff &
R. L. Pennington of Counsel for Defts,
J. B. Callahan a witness of lawful
age being duly sworn deposes
and says.

Q. What is your age, residence, and occupation?

A. I am 50 years old, I live near
Beach Spring Lee Co Va. am a farmer.

Q. Are you the Plaintiff in this suit?

A. I am.

Q. Did you or not on or about the 8th day of June
1894 contract with J. H. Thomas for the purchase
of a wagon and pair of horses?

A. Yes Sir, I did.

What was the price agreed on for the wagon
and horses, and how was the payment secured.

Ans. The price agreed on was \$150.⁰⁰
\$100.⁰⁰ ~~and~~ and 100 bushel of
Corn at 50 Cts per bushel.
and 2000 feet of lumber was
to go in at \$10.⁰⁰ a Thousand
It was secured by deed of trust on land & team
ques. Was that property ever delivered to you, or did you
enough the possession of it?

Ans. I never got possession of the
property I first traded for.
ques. State as near as you can what became of
that property if you know?

Ans. Mr. J. H. Thomas kept the wagon
and used it until he broke
it down. I then had it fixed
up. Thomas then used the
wagon a while. I then sold
the wagon to Clint Mc. Dowell
for a chunk of a mule. I sold
the mule for some corn & I
let Thomas have the corn. I
also got a cow on the mule.
Mr. Thomas swapped the horses
off, after we traded

ques. How long did J. H. Thomas keep the wagon and
horses and use them before the wagon was
turned over to you?

Ans. He kept the wagon from the 8th

day of June, until about the
1st of Nov

ques. Did you or not accept the broken down wagon
and two old horses swapped for, as the wagon
and horses which you had first contracted to
purchase;

Ans. I did not.

ques. With whom did you make this contract.

Ans. I made it with Joseph Thomas.

ques. Did you make any contract or trade with
Catharine Thomas;

Ans. I did not.

ques. What was the use of the wagon and horses
reasonable worth per day;

Ans. They were worth \$1.50 per day

ques. Did J. H. Thomas or any one else ever paid you
anything for the use of that wagon and
horses from the 8th day of June 1894 to about
Nov. 1st,

Ans. No Sir. I have never been paid
anything for their use.

ques. Whose wagon and horses did you understand
them to be when you were trading for them;

Ans. My understanding was that they
were the property of J. H. Thomas.

This question & the answer thereto is
objected to, because the Plaintiff is estopped
to deny to whom the property belonged by

execution of the deed of Trust, reciting
the fact that the property was that of
Leothuria Thomas.

R. L. Pennington

Ques. Did ~~not~~ J. H. Thomas, ^{or not} come to you and try
to get you to execute to him another deed to
your land before or about the time, he
advised you land for sale?

Ans. He came to me and tried to get
me to take two old horses
and execute to him a deed
for my land, for the two
horses and the deed of Trust
they already had.

This question & answer is accepted
to be true it is genuine in evidence
propositions of compromise.

Pennington

Ques. Did you or not go to J. H. Thomas several times
and demand the possession of the wagon and
team, and did you get them or not?

Ans. I called for the team, but he
was using it himself and told
me I must wait until he
got done. I called for it at
least twice.

Ques. Did you get any pay for the use of the wagon

and team for hauling the lumber of which you have just spoken?

Ans. I did not.

Ques. How much does J.H. Thomas owe you for work done by you.

Ans. I worked for him 10 or 12 days at 50 Cents per day. and he owes me for that.

Ques. So you charge that to him specifically or do you put it in against him for the use of the wagon and team.

Ans. I put it in on the wagon and team.

The last two questions and answers are excepted to be ~~un~~ irrelevant to the issue. *Plumtree*

Ques. Please give as near as you can the number of days that J.H. Thomas used the wagon and team before the wagon was turned over to ~~you~~?

Ans. He had the wagon & team about 145. days.

Cross Examination

Ques 1- Did you not hire the wagon & team to for Thomas after you had purchased them. at an agreed price per day?

Ans. I did.

Ques. 2 Was not this the reason the lease was not declined?

Aus. It was,

Quar. Has not Joe to take his team & help you do some hauling in the place of what your team had hauled for him, and was again not to exchange work day for day.

Aus. We had some such talk at the time of the trade. but it was not carried out. For when I wanted my hauling done he did not do it all.

Quar 4 Did you not get Joe to swap the horse for you to something that you could haul logs & lumber with?

Aus. I did give him permission to swap the first one - but told him I did not want the Bay Horse swapped. for I wanted to put him on pasture.

Quar 5: What made up the other part of the \$170.00? beside the wages & team?

Aus. He was to pay a note of \$20.00 for me that I owed Susan Hounsell that was in the agreement when we drew up the writings. Hounsell was pressing on me ^{for the pay} and lost Spring Thomas asked me if I

wanted the Hounshell notes credited
on the deed of Trust. I told
him I did.

And further this deponent with nat.

John B. Callahan

Virginia Lee County To-wit:

I, Henry C. Foslyn, a Justice of the
Peace, for the said County, do hereby
Certify, that the foregoing deposition
of John B. Callahan, was duly taken
sworn to and subscribed before me
at the time and place mentioned
in the Caption of the same.

Given under my hand this 30th
day of Jan'y 1896.

H. C. Foslyn J. P.

John B. Callahan
vs. } In Chancery
J. H. Thomas et al

The deposition of
John B. Callahan

Filed Feby 1st 1896
A. B. Munsey clk

John B. Callihan }
v.s. } In Chancery
J. H. Thomas et al }

To the honorable W. T. Miller
Judge of the Circuit Court for Lee
County Va.,

Pursuant to a decree entered on
the 15th day of November 1895.
in the Circuit Court of Lee County,
in which I was appointed a Special
Commissioner, to ascertain and
report among other things, the
liens against the lands of said
J. B. Callihan, their priorities &c
I have the honor to report, that
after giving due notice to the
parties interested, I on the 10th day
of Jan 1896, proceeded to perform the
duties assigned me, after meeting
on Jan 10th it was agreed to adjourn
to the office of M. C. Ely in Lee
County, and continue the case until
Jan 30th at said office.

On Jan 30th we met pursuant
to adjournment, and after taking
the deposition of J. B. Callihan,
the parties interested and their
counsel agreed upon a compromise
of this case, and at once drew
up a decree to be entered in the

Case. I find that the first
lien against the lands of John
B. Callihan is in favor of Catherine
Thomas for the sum of \$75.00
with interest from Jan 30th 1896,
and the second lien is in favor
of M. G. Ely for the sum of \$50.00
with interest from Aug 16th 1895.
I have examined the records but
find no other liens against the
lands of said Callihan and
believe the above two liens
are all that exist against
said lands.

All of which is respectfully
submitted.

Feb 1st 1896.

Henry C. Foslyn
Special Commissioner

John B. Callihan
as. $\frac{2}{3}$ Du Chancery
J. H. Thomas et al

Commissioners Repat.
Filed Feby 1st 1896
ATB Munsey clk

Commissioners	for \$5.00
Constable for	2.00
D. Wilson art	50
Henry Woodford -	50
Alex King -	50
Sam Winkler "	50
Pat Houshell "	50

/ 50

Recd of R. H. Pennington Comr. in the
Chancery Court of J. B. Colchane vs.
J. H. Thomas et al. Decr 4 5/100. Dollars
Tax on the said Decr.

M. G. Ely - Atty for
J. B. Colchane.

150

Recd J. P. L. Huntington come in
the Chancy come of J. B. Colehaup ^{v.s. Thomas.} 150.
my cost as Sheriff we said come.
This June 10, 1877.

J. M. Weston Deputy Sheriff

\$7.31
2.00 Estimated cost -

9.31

Receipts of J. L. Pennington, Comr.
in the Chancery court of J. B. Colahan
vs. J. N. Thomas. \$7.31 miffes in the
above styled case, vs \$2.00 the estimated
cost. This June 10, 1847.

A B Munsey Clerk.

To the Hon W. J. Miller Judge let-
t of Lee County.

In the Chancery cause of
J. B. Coleman v. J. H. Thomas, shal-
your undersigned Commr. on the 19th
day of May, 1847, reported the following
find still in his hands-

For. an sent	\$15-0
Sheriff's fee.	1-5-0
Clerks "	7-5-1
Estimated	2-0-0

Your Commr has disburse the
said funds the the parties belonging
& here file the vouchers for same.

Respectfully submitted.

Robt L. Pennyfower -
Commr

J. B. Colchane.

v.s. $\frac{3}{4}$ Supplement
Refrash.

J. H. Thomas.

Filed June the 10th
1897

At 3 Murray & Co.

Mr. V. L. Lumsy, Comr,

You are hereby directed
to give Mr. Hugory credit on
his note due you as comr
for whatever sum I am entitled
to out of the fund arising out
of the sale of John B. Colemans land
the homing of which with me.
Oct. 26, 1897.

Catharine Thomas

By J. H. Thomas

\$23.86 cost - paid

\$73.14

Six months after date with
interest from date, we promise
and bind ourselves to pay to
the order of Robt A. Cunningham born
in the con of J. B. Cochran vs.
J. B. Thomas et al. the sum of Seventy
Three & ¹⁴/₁₀₀ Dollars, and as to
this debt we each hereby waive
the benefit of the Homestead Exem-
ption. We thus our hands and
seals this the 15th day of March.
1897.

N. W. Gregory

Seal

J. M. Gregory

Seal.

To the Hon^{ble} W^m. Miller Judge of the Ct
Court for the County:-

Your undersigned comes
in the Chancery case of John
B. Coleborn v. J. H. Thomas & al
begs leave to report that the note
executed by W. W. Guyon, & A. M. Guy-
on has been settled by the said
W. W. Guyon with the parties to whom
the proceeds of the sale was going &
having done so is entitled to a
deduct for the said property.

After which the court do for as
far as comes to know this case may be
dismissed.

Respectfully submitted,

Robt L. Pennington comes.

Sheekolehau

2. v. 3 Report

J. H. Thomas

Filed Nov. 4, 1897

May 3.

1897

RECEIVED

from

Robt L. Pennington Corr

in Calahan vs. Thomas, et al

Fine Dollars

my fee for acct in said case -

\$ 5.00

H. C. Joslyn 2nd Corr

Recd. of R.L. Pennington Comr.
my fee as a witness in case
of Colborn v. v. Thorne 50 Cents.
March. 13, 1897.

David Wilson

Richard of J. N. Thomas
\$2.00 Two dollars This
being my cost in
the Colerham case
thru Feb 2nd 1896 W. B. Smith

To the Hon W. J. Miller.

Judge of the Circuit-Ct Lee Co.

The undersigned, who was by order of Nov. 3, 1896 directed to make sale of the lands of John B. Colehoun, described in the case of J. B. Colehoun v. J. H. Thomas et al. on the 15th day of March, 1897, at the front door of the Court House of Lee Co. after having made the required advertisement, proceeded to make sale of the said lands, upon the terms of the decree. & the land was knocked off to N. W. Gregory. at the price of \$101.00. He being the highest bidder.

Mr. J. H. Thomas had settled the Constable's fees \$2.00 & his witness \$2.00, and by his order instead of collecting from the purchaser \$27.86. Your Comr. only collected \$23.86. & took bond for \$73.14 Your Comr. paid witness David Wilson 50¢ & Court for Lynn 5⁰⁰/₁₀₀ There is yet in my hands for the Clerk, \$7.31, to Sheriff \$1.50 & 1²⁰/₁₀₀ making \$11.31, still in his hands

which he will disburse upon
confirmation of the said sale.

Respectfully submitted.

Robt L. Pennington

J. B. Colehou.

S.S. $\frac{3}{4}$ Repark of Sale.

J. H. Thomas. et al.

Filed May 19th 1897

A. B. Muncy Clerk

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:

In an order entered in the chancery cause of John B. Calahan vs. J. H. Thomas, et al on the 5th day of November, 1897, your undersigned commissioner was appointed at that time to make and report to the court at the present term a deed of conveyance to N. W. Gregory for the land purchased by him in the said cause. Your commissioner has made and executed the said deed and herewith files the same, and charges the sum of \$5.00 for his services in the said cause of making said deed.

Respectfully submitted,

Robt. A. Pennington Spec. Comr.

John B. Colchase

5th ~~3~~ Report

J. H. Thomas & Co

Filed Nov. 6, 1894

A. B. Munsey

Respectfully Submitted,

2 Dec. 1894.

in the said cause of writing said report.

After the above said charges the sum of \$5.00 for his services

was paid to him and he acknowledged the said debt and payment

thereof for the said amount by him in the said cause. Your

order to the court of the President of the said cause of services to be

paid to him was complied with at the time to him and

and the same was paid to him at the time to him and

in the order of the court of the President of the said cause of

to the court of the President of the said cause of the said

John B. Callahan Plff }
J. H. Thomas et al vs. } In Chancery
Defts }

Having been appointed a Special Commissioner in the above named Cause, on the 15th day of Nov 1895, by a decree of the Circuit Court of and for Lee County.

Notice is hereby given that on the 10th day of January 1896, at the office of the Circuit Court Clerk in Jonesville, I shall proceed to execute the above mentioned decree.

This 4th day of Jan'y 1896.

H. C. Forsgren
Spt Commr

Legal service is hereby accepted

M. F. Ely atty for Plff-

Plaintiff's Brs -

Jas J. H. Thomas & Catherine Thomas

John B. Callahan

vs,

J. H. Thomas et al

The Court's

Nation

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *J H Thomas Trustee, Catherine Thomas and C E Baylor*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *October*, 189*5*, to answer a bill in Chancery, exhibited against *them* in our said court by *John B Callihan*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *19th* day of *August*, 189*5*, and in the *120th* year of the Commonwealth.

A. B. Munsey Clerk.

Sept 27
John B. Ballihan

vs. { SUPRENA
IN CHANCERY.

J. H. Thomas Trustee ^{et al.}

M. G. Ely p. q.

To 1st October Rules,
Circuit Court.

Executed Sept 27-1895-
by delivering ~~and~~
an office copy of the
written deems to J. H.

Thomas Catherine
Thomas and C. E. Baylor
this Sept 27-1895-

J. M. Weston H. S. for
J. M. P. Weston S. L. C.

The Commonwealth of Virginia,

To the W. C. Smith ^{Constable} of the County of Lee--Greeting:

WE COMMAND YOU, That you summon J. B. Callahan, E. A. Spach
David Wilson, And Mollie J. Thomas
Wm. Mcbuney, Ewing Woodward, Alex. King, Sam
Winkle, Dat. Houndsell, Tatham, Thomas,
to appear before the H. C. Joslyn ^{Commissioner} ms. G. City law office
Judge of our County Court of the County of Lee, at the court-house thereof on the
30th day of January 1896, to testify and the truth to say in behalf of the

Plaintiff, in a certain matter of controversy
in our said court before the said Judge ^{Commissioner} J. B. Callahan
depending and undetermined between the Commonwealth of Vir-
ginia, Plaintiff, and J. H. Thomas and others
Defendants

And this they shall in no wise omit, under the penalty of \$100. And have then there this writ.

Witness S. V. F. RICHMOND, Clerk of our said Court at the court house, the 10th day of
January 1896, in the 128 year of the Commonwealth.

H. C. Joslyn ^{C.C.}
Commissioner

J. B. Collichan

ag't

SUBPOENA

FOR

WITNESS.

J. H. Thomas et al

Court.

the 30th day of Jan

1896.

Constables fee \$2.00

Executed by summoning
J. B. Collichan & J. Speak
David Milson, and Mr. J. Thomas, Patton Howard -
shall W. C. Smith & Co.
Every Wednesday
Humble Catherine
Thomas, and by bind-
ing a true copy of
the within Subpoena
to Alex. King.

This the 17th day of Jan 1896.
W. C. Smith & Co.